

INVITATION FOR BIDS (IFB) NO. 98-096
FOR
PRINTING, BINDING, AND DELIVERY
OF
NON-CREDIT BUSINESS & COMPUTER BROCHURE
FOR
LEEWARD COMMUNITY COLLEGE
UNIVERSITY OF HAWAII
PEARL CITY, HAWAII

MAY, 1998

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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Business & Computer Brochure for Leeward Community College, University
of Hawaii, Honolulu, Hawaii

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX
CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 98-096, Printing Non-Credit Brochures, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., May 21, 1998, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Star-Bulletin
Issue of: May 11, 1998

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
FOR
PRINTING, BINDING, AND DELIVERY
OF
NON-CREDIT BUSINESS & COMPUTER BROCHURE

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 98-096, FOR PRINTING, BINDING, AND DELIVERY OF NON-CREDIT BUSINESS & COMPUTER BROCHURE FOR LEEWARD COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, PEARL CITY, HAWAII, and offers to furnish all labor, materials, and equipment required for the printing, binding, and delivery of the brochures, as per TECHNICAL SPECIFICATIONS, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
Printing, Binding, and Delivery of 1998 Summer Session Catalogs, as per Technical Specifications.	100,000* copies/ issue	\$_____ per 1,000's	\$_____ per issue <u>x 4 issues</u>
TOTAL BID AMOUNT			\$_____

All bid prices shall be f.o.b. destination, including all applicable taxes.

RECYCLED PAPER OFFERED:

Bidders shall include samples of the recycled paper being offered with their bid packages.

All bid prices shall be f.o.b. destination, including all applicable taxes.

* Variations in Quantities for Definite Quantity Contracts

Variation in quantity. Upon the agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of TEN PERCENT (10%) provided: the unit prices will remain the same except for any price adjustments otherwise applicable; and the Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

ADDITIONAL QUOTATIONS

It is understood and agreed that the following additional quotations for additional/less pages shall be used at the University's option, prior to press run, and shall be added to the BASIC BID as follows:

A. Plus EIGHT (8) pages \$_____

Additional quotations shall include all applicable taxes.

Any additional charges not within the scope of the BASIC BID shall be shown as a separate line item in the billing.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL BID AMOUNT**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.

2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

LOCATION OF PRINTSHOP

Pursuant to Section 103D-1003, Hawaii Revised Statutes, the undersigned certifies that the printing shall be done at:

Location of Printshop

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

CERTIFICATION OF RECYCLED CONTENT

(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications required for the printing, binding, and delivery of the Non-Credit Business & Computer Brochure. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

A. FORMAT

QUANTITY: 400,000 per year. (100,000 per issue, 4 issues per year.)

NO. OF PAGES: TWENTY FOUR (24) including cover.

Provide quotation for additional FOUR (4) pages. (See Bid Form.)

SIZE: 6" X 9" pages

BINDING: Saddle Stitched

STOCK: Coated, 70# gloss stock, recycled.

PAPER

Bidder's shall indicate the paper offered in the Bid Form. The University reserves the right to reject and deny any paper that it may, in its discretion, deem unacceptable, and the findings in this regard shall be accepted by the bidder as final and binding.

All paper offered must be recycled.

INK: Black + 1 Pantone color

B. ART

COVER: Design will be provided camera-ready by Leeward Community College, Office of Continuing Education and Training.

COMPOSITION: All paste-ups will be provided camera-ready to printer.

BLUELINES: Bluelines are required.

C. DELIVERY DATE

TWO (2) weeks after camera-ready submitted to printer. Films to be submitted to printer approximately:

1. August 1, 1998
2. December 15, 1998
3. March 1, 1999
4. May 15, 1999.

Telephone or fax notifications shall be given at least ONE (1) week in advance as to the availability of camera-ready material.

D. DELIVERY LOCATION

Contractor shall deliver to a mailing service that will be designated at a later date.

E. EXTRA CHARGES

The University shall be notified of all extra charges, BEFORE they are incurred. These extra charges shall not be paid unless a modification to the contract has been issued by the Office of Procurement, Property and Risk Management.

F. RETURN OF COPY

Page proofs, artwork, photographs, and paste-ups are the property of Leeward Community College and shall be returned to the Office of Continuing Education and Training upon completion of job.

G. CONDITIONS GOVERNING THIS JOB

The University reserves the right to:

- a. Reject the low bid, if it, in good faith, finds that the low bidder cannot perform the work in accordance with these specifications.
- b. Reject any part of, or the entire job, if it is not completed in accordance with these specifications.

Printer is required to submit samples of similar publications done in his/her shop within the past year, to be approved by the Technical Representative, BEFORE bids are due (unless samples are already in the Office of Continuing Education and Training).

All questions pertaining to the Technical Specifications shall be directed to Ms. Lucy Gay, Director, Office of Continuing Education & Training, Leeward Community College, telephone (808) 455-0477.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Printing, Binding, and Delivery of the Non-Credit Business & Computer Brochures shall be in accordance with the terms and conditions of IFB No. 98-096 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ms. Lucy Gay, Director, Office of Continuing Education & Training, Leeward Community College, telephone (808) 455-0477.

3. BIDDER'S QUALIFICATIONS

To qualify to bid on the specified goods and/or services, the bidder must be engaged in a business whose primary and customary interest is to provide the specified goods and/or services. The bidder must also have the requisite experience, appropriate forms of insurance, and proper licenses. The University reserves the right to disqualify any potential bidder if, in its discretion, the University determines that the bidder does not have the requisite experience or expertise to provide the goods and/or services.

4. PRINTING, BINDING, AND STATIONERY WORK

Attention of bidders is directed to Section 103D-1003, Hawaii Revised Statutes, requiring that all printing, binding, and stationery work for the State shall be performed within the State, unless it is established that such work cannot be performed within the State, or the lowest price for such work within the State exceeds that of a mainland firm by FIFTEEN PERCENT (15%).

5. COPY DELAY CLAUSE

If the copy schedule as shown in the Technical Specifications is delayed by the University, the delivery dates shall be moved forward from the dates indicated by the number of days of the delay.

6. DELIVERY

Prior to delivery, the Contractor shall contact the Technical Representative to coordinate delivery of the brochures.

7. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of THREE (3) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 8, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time upon THIRTY (30) days' prior written notice.

8. ESCALATION CLAUSE

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.

9. CERTIFICATION OF RECYCLED CONTENT

Bidders shall complete the Certification of Recycled Content Form (see page BID - 4) to ensure that the paper offered is of recycled content.

10. PAYMENT

The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Leeward Community College, Business Office Ad-113, 96-045 Ala Ike, Pearl City, Hawaii 96782, no later than THIRTY (30) calendar days following submission of invoice or the acceptance of each brochure.

11. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPFRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However,

an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

12. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance
Division - LTC
300 Ala Moana Boulevard, #50089
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Telephone No.: (808) 541-1160
- b. Department of Taxation
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Oahu District Office
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Toll-Free: 1-800-222-3229